

CDG ENGIE EV CHARGING
Individual Platform Terms and Conditions

Last Updated: 29 August 2024

"CDG ENGIE EV Charging" is a technology platform operated by ComfortDelGro ENGIE Pte. Ltd. ("**CDG**"), a member of CDG Group, that allows users to start, terminate, interrupt and manage the electric vehicle charging services provided by CDG.

These Individual Platform Terms and Conditions (the "**Platform T&Cs**") and the General Platform Terms and Conditions of Use ("**General Platform Terms**") shall govern your access and/or use of "**CDG ENGIE EV Charging**", the Charging Point, and/or the Charging Services. In the event of any conflict or inconsistency between the Platform T&Cs and the General Platform Terms, the Platform T&Cs shall prevail to the extent of the inconsistency.

Unless otherwise defined in this Platform T&Cs, capitalised terms herein shall have the same meaning given to them in the General Platform Terms.

1. Definition

1.1. Unless the context otherwise requires, the following capitalised terms in the Platform T&Cs shall mean:

- | | |
|---------------------------|--|
| "Charging Point" | : means a facility, including the EV charger and all associated and underlying installations and facilities, where, among other services, energy can be supplied to an EV. |
| "Charging Service" | : means services provided by CDG in connection with the charging of EVs from time to time, including but not limited to the charging of EVs at the Charging Points, use of the Charging Points, and management of charging sessions. The up-to-date description of the Charging Service are available on the Platform. |
| "EV" | : means an electric vehicle. |

2. Registration and Eligibility

- 2.1. You must be at least 18 years of age to access and/or use the Platform, Charging Point and/or Charging Service. You agree that you shall immediately cease using the Platform, Charging Point, Charging Service and/or any Product purchased through the Platform if you are below 18 years of age.
- 2.2. In registering an account with us, using the Platform, Charging Point or Charging Service, and/or purchasing a Product from us, you represent and warrant that all information provided by you is complete, true and accurate.
- 2.3. You agree to: (i) provide us with all information as we may request for registration of an account; and (ii) provide us with any proof of identity or any other documents, permits, licenses or approvals we may reasonably request or require.

3. Use of Charging Points and Charging Service

- 3.1. You must ensure that you follow our instructions relating to the use of the Charging Point and Charging Service that are displayed on or near the Charging Points and/or otherwise published by us. These instructions may change at any time and it is your responsibility to make sure that you follow the prevailing instructions at the material time.

- 3.2. The documentation from your EV manufacturer describes how to recharge your EV safely and efficiently, and you must take all reasonable efforts to recharge your EV in accordance with the guidelines in such documentation.
- 3.3. You must only use, or attempt to use, our Charging Point for recharging an EV if your EV is compatible with that Charging Point.
- 3.4. When charging an EV, you must comply with our instructions, rules, and policies including but not limited to parking restrictions, and hours of operation. You are solely liable for any damage, penalties, fees, payments or loss caused by any non-compliance with our instructions, rules, and policies.
- 3.5. You shall not misuse or cause damage to the Charging Service or Charging Points, and shall not use any product not operable with the EV, Charging Point or Charging Service.
- 3.6. You agree to keep the area around the Charging Points clean and tidy, and to comply with any reasonable request of the owner or occupier of the property on which the Charging Point is located, including any request to immediately suspend, modify or restrict your access to the Charging Point.
- 3.7. You must comply with any reasonable request we make of you when you are using one of our Charging Points.
- 3.8. We do not guarantee and are under no obligation to ensure the availability of, compatibility of your EV with or performance of, the Charging Points, nor do we promise to provide an uninterrupted electricity supply to the Charging Points. We cannot guarantee and do not warrant that connecting your EV to one of our Charging Points will result in a successful and timely recharge of your EV's battery or batteries.
- 3.9. You agree not to use, or attempt to use, Charging Points for any purpose other than to charge your EV and only to the extent that your EV is compatible with the Charging Points.
- 3.10. You warrant that your EV is roadworthy and is authorised and registered for use on Singapore roads, that you have read the relevant manufacturer's handbook and that the EV does not present any danger or risk to other vehicles or person or to the Charging Points.
- 3.11. In the event that you become aware of any defect in or problem with the Charging Service and/or Charging Points, you must promptly send a notification of such defect or problem using the customer support channel of the Platform.
- 3.12. If you are not the owner of the EV accessing the Charging Point or Charging Service, you warrant that you are authorised by the owner of the EV to use the Charging Point and/or the Charging Service, and that you have authority to bind the owner to this Agreement.

4. Charging Sessions

- 4.1. Each charging session at a Charging Point commences once the charging plug is inserted into the EV and you commence the charging session on the Platform.
- 4.2. A charging session would automatically terminate if you remove the charging plug from the EV, or if you terminate the charging session on the Platform.
- 4.3. You agree that you shall be solely responsible for any tolls and charges (including but not limited to any parking charges) incurred in connection with your use of the Charging Service.

5. Pricing and Payment

- 5.1. You will be charged at our prevailing rates for each EV charging session based on your consumption of electricity (measured in KWh) from the Charging Point from the commencement

of the charging session until the charging session is validly terminated. Our prevailing rates can be found on the Platform.

- 5.2. For block charging sessions, the charging session shall be based on a fixed fee as indicated on the Platform.
- 5.3. If payment is made by via credit card, the charges payable by you for the Charging Service will be billed to your credit card by "**ComfortDelGro ENGIE Pte. Ltd.**" (ID-number 202134785K). For all other payment methods, the charges payable by you will be reflected as payments to "**ComfortDelGro ENGIE Pte. Ltd.**".
- 5.4. You agree that in the event that payment is unsuccessful or any payment is not received within such time as prescribed by us in writing (or subsequently cancelled or disputed by you), we may at our sole discretion, refuse your use of the Charging Service and/or a Charging Point.

6. Receipts

- 6.1. After each charging session, we will issue you an e-receipt related to the use of the Charging Service after we have received your payment. Such an e-receipt may include (but not necessarily) details such as the plate number of the vehicle undergoing the charging session; the name and address of the Charging Point; the date and time of the start and end of the charging session; the energy consumed during the charging session; and the total cost breakdown of the charging session (including any applicable taxes).
- 6.2. If you used the Charging Service as a guest (*i.e.*, without creating an account on the Platform), you will be required to provide an email address if you require an e-receipt to be delivered to you. If you used the Charging Service with a registered account on the Platform, the email address to which we deliver your e-receipt will be that which was used for the account registration.

7. Idle Fee

- 7.1. You agree that you will remove your EV from a Charging Point promptly once it is fully charged and ensure that access to the Charging Point is cleared to allow others to use the Charging Point.
- 7.2. You agree that you may incur an idle fee for the duration your EV remains parked in a Charging Point after it has finished charging. The idle fees incurred (if any) will be communicated to you through the Platform. To avoid idle fees, we recommend you monitor your EV while using a Charging Point and use the Platform to track your EV's charge status.
- 7.3. After your EV is fully charged, idle fees (charged on a per-minute basis) may start accruing after a grace period until you disconnect the charging plug from your vehicle and move your vehicle out of the Lot.

8. Lot Hogging

- 8.1. You acknowledge that any lot provided in conjunction with a Charging Point ("**Lot**") is strictly for the purposes of EV charging only. If your vehicle is parked at a Lot and it is not charging or has stopped charging from the Charging Point, you may be subject to certain penalties imposed by us and/or by third parties, including but not limited to wheel-clamping, suspension of account, and/or the incurring of idle fees.
- 8.2. You acknowledge that it is your responsibility to ensure that your car is plugged in and charging at the Charging Point before you leave your car parked at the Lot.

9. Roaming

- 9.1. Clause 9 of the Platform T&Cs is without prejudice to and in addition to any Clause in the

General Platform Terms regarding Third Party Providers.

- 9.2. You may be provided with access under the Platform to Charging Points that are operated by Third Party Providers ("**Third Party Roaming Providers**"). Such Charging Points will be indicated on the Platform. We may charge or bill you for your use of such Charging Points.
- 9.3. Even though you may be able to initiate and process charging through the Platform at Third Party Roaming Providers' Charging Points, we do not own or operate such Charging Points. Consequently, we do not assume responsibility or liability for any issues, liabilities and/or claims of any nature whatsoever arising out of or in connection with your use of any Third Party Roaming Providers' Charging Points.
- 9.4. When you use any Charging Points operated by Third Party Roaming Providers, you are obliged to familiarise yourself with and to be bound by the Terms of Use, Terms and Conditions, or similar Terms that govern those Charging Points as set by the Third Party Roaming Providers, in addition to these Platform T&Cs and General Platform Terms.

10. Modulation, Interruption and Suspension of the Charging Service

- 10.1. We may at our discretion and without liability, interrupt the Charging Service temporarily and reserve the right to control the charging power of charging sessions and the right to interrupt power delivery during charging sessions, for any reason, including but not limited to:
 - (a) safety reasons,
 - (b) commercial and business-critical reasons,
 - (c) maintenance and updates,
 - (d) hardware-related reasons (e.g., malfunction or error in the EV charger at the Charging Point),
 - (e) enhancement of grid stability,
 - (f) to ensure optimal performance of Charging Points and to allow for power system management and variation of charging power, quality of electricity supply or other similar aspects.
- 10.2. We may, in our sole discretion and without liability, suspend, modulate or interrupt the use or provision of the Charging Service, for example, in the following cases:
 - (a) If you are in breach of any payment obligation;
 - (b) For safety reasons;
 - (c) For commercial and/or business-critical reasons;
 - (d) For IT security or legal compliance reasons; or
 - (e) In other circumstances which in our sole opinion justify the suspension, modulation or interruption, including but not limited to the misuse of the Charging Service, suspicion of fraud, or breach of this Agreement.

11. Indemnity

- 11.1. Without prejudice to and in addition to Clause 8 of the General Platform Terms, you hereby unconditionally undertake to indemnify, defend and hold CDG (and/or CDG Group, as well as their respective employees, servants, officers, agents, directors, partners and/or permitted assigns) (collectively, the "**Indemnitees**") harmless from and against any and all Losses which may be sustained, instituted, made or alleged against (including without limitation any Claim or prospective Claim in connection therewith), or suffered or incurred by any Indemnatee, and which arise (whether directly or indirectly) out of or in connection with your use of the Charging Service or a Charging Point.
- 11.2. This Clause 11 shall survive the termination or expiration of this Agreement (howsoever caused).

12. Termination

- 12.1. Without prejudice to and in addition to Clause 10 of the General Platform Terms, we reserve the right to immediately suspend and/or terminate your account without liability:
- (a) if you cause Loss or damage to any Charging Point;
 - (b) if you fail to fulfil any payment obligation;
 - (c) in other circumstances which in our sole opinion justify the suspension or termination, including, but not limited to, misuse of the Charging Service or suspicion of fraud or breach of this Agreement; and/or
 - (d) if the Charging Service is suspended or terminated by us.
- 12.2. Termination of this Agreement or suspension or termination of your access and/or use of any Platform for any reason whatsoever shall not release you from liability accruing prior to such suspension or termination. Without prejudice to the generality of the foregoing, you shall remain liable for all payment transactions and/or any other obligations you may have incurred under this Agreement.

CDG ENGIE EV Charging App
General Platform Terms and Conditions of Use

The following terms and conditions ("**T&Cs**") govern your access and/or use of CDG ENGIE EV Charging App, and such other any mobile application website and/or channel as may be designated by CDG ENGIE from time to time (each a "**Platform**"), which, subject to the terms of this Agreement (as hereinafter defined), allows users to obtain or procure goods and/or services which may be supplied by CDG or third party provider. Where any goods and/or services are provided by a third party provider, the CDG's sole function is to act as a technology solution provider allowing users, merchants and/or third party providers to interact for the sale and purchase of goods and/or services. CDG is not a party to any such transactions and is not responsible for the acts or omissions of such third party providers in connection therewith.

Additional terms and conditions may apply to your use and/or access of certain Platforms ("**Individual Platform T&Cs**"), as well as functionalities, pages or services on or available via any Platform ("**Specific T&Cs**"). The T&Cs, Individual Platform T&Cs and the Specific T&Cs shall together constitute the "**Agreement**". We may from time to time upon written notice (which may include via email or any Platform) amend or vary the terms of this Agreement.

BY INSTALLING ANY PLATFORM OR BY CONTINUING TO ACCESS AND/OR USE ANY PLATFORM ON YOUR DEVICE ("**DEVICE**"), YOU AGREE THAT YOU HAVE READ AND ACCEPTED THE AGREEMENT AND ANY AMENDMENTS THERETO. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, OR AMENDMENTS THERETO OR ARE INELIGIBLE TO ACCESS AND/OR USE ANY PLATFORM, PLEASE CEASE ALL ACCESS AND/OR USE OF SUCH PLATFORM AND UNINSTALL IT.

In this Agreement, unless the context otherwise requires:

- (a) the words "**CDG**", "**us**", "**we**" or "**our**" and the like means ComfortDelGro ENGIE Pte. Ltd. or any entity in the CDG Group identified in the Specific Platform T&Cs (as the case may be), and "**CDG Group**" means ComfortDelGro Corporation Limited and its subsidiaries, associates and joint ventures;
- (b) "**Third Party Provider**" means the third party entity that offers for sale or supply to you goods and/or services on or through any Platform, or the third party entity whose goods and/or services are ordered, purchased and/or collected from on your behalf as a service to you on or through any Platform;
- (c) "**you**" (and its cognates) or "**User**" means the user of any Platform, which includes any corporate entity which opens an account with us; and
- (d) a reference to "Platform" shall be deemed to include all works, information and materials (including without limitation documents, policies, data, descriptions, names, logos, graphics, images, software, source codes, application programming interfaces, music, audio files or other sounds, photographs, videos, test environments, and images) which we may deploy or use in connection with any Platform ("**Materials**") and/or the goods and/or services offered therein (each a "**Product**").

1. YOUR USE OF OUR PLATFORM(S)

- 1.1 Subject always to your continuing compliance with the terms of this Agreement, we agree to grant you a personal, non-transferable, non-exclusive, non-sublicensable licence to use our Platform(s), on and subject to the terms of this Agreement. All other rights not expressly granted to you are reserved by us.

- 1.2 Some software components used in our Platform(s) may be offered under an open source or other license as we may notify you of, in which case your use of those components is governed by such third party terms, in addition to the terms under this Agreement.
- 1.3 You will be required to register for an account with us before you are entitled to use the functionalities within our Platform(s). We shall have the right, in our sole and absolute discretion, to:
- (a) determine the criteria for registration; and
 - (b) review, evaluate, approve and/or reject any registration,
- and any decision by us in connection therewith shall be final and binding on you.
- 1.4 In registering an account with us, you represent and warrant that:
- (a) you possess the legal authority to create a legally binding obligation between yourself and us (or any Third Party Provider);
 - (b) if you are an individual and are creating an account for a corporate/business entity, that you are an agent for and act on behalf of the corporate/business entity and that you have the legal authority to create a legally binding obligation between the said corporate/business entity and us (or any Third Party Provider); and
 - (c) all information provided by you in connection with such registration is complete, true and accurate.
- 1.5 IF YOU ACCESS AND/OR USE THIS PLATFORM, YOU CONFIRM (AND WE ARE ENTITLED TO ASSUME WITHOUT FURTHER INQUIRY) THAT YOU ARE AT LEAST 18 YEARS OF AGE OR OF THE RELEVANT AGE OF MAJORITY UNDER APPLICABLE LAW. IF YOU ARE YOUNGER THAN 18 YEARS OF AGE OR THE RELEVANT AGE OF MAJORITY UNDER APPLICABLE LAW ("**MINOR**"): (A) YOU MUST OBTAIN PERMISSION FROM A PARENT OR A LEGAL GUARDIAN (IF APPLICABLE) TO ACCESS AND/OR USE ANY PLATFORM; (B) THAT PARENT OR LEGAL GUARDIAN (AS THE CASE MAY BE) MUST AGREE TO THESE TERMS; AND (C) YOU CAN ONLY USE ANY OF THE PRODUCTS ONLY IN CONJUNCTION WITH AND UNDER THE SUPERVISION OR CONSENT OF A PARENT OR LEGAL GUARDIAN. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR, YOU MUST ACCEPT THIS AGREEMENT ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL ACCESS AND/OR USE OF ANY PLATFORM UNDER THIS AGREEMENT.
- 1.6 If you are the parent or legal guardian of a Minor (as defined in Clause 1.5), you further agree, acknowledge and undertake that:
- (a) you should and shall carefully supervise that minor's access and/or use of any Platform;
 - (b) it is your responsibility (i.e. as the parent or legal guardian, as the case may be) to determine whether any part of any Platform is appropriate and/or safe for that minor;
 - (c) to pay in full all sums due from that Minor in connection with any Platform, including without limitation any transactions made on or through any Platform; and
 - (d) YOU HEREBY EXPRESSLY CONSENT on behalf of that minor to the collection, use, disclosure and/or processing of that Minor's personal data in accordance with this Agreement, including without limitation Clause 7, and you agree that we may deem the same.

1.7 Except insofar as expressly permitted under this Agreement or otherwise in writing by us or as may be allowed by applicable law, you shall not (and shall not knowingly allow, permit, or assist any person to):

- (a) copy, rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify any Platform;
- (b) make alterations to, or modifications of, the whole or any part of any Platform, nor permit any Platform to be combined with (or become incorporated with or in) any other program(s);
- (c) disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, communicate, republish, upload, post, transmit, edit, re-use, adapt, modify, rent, lease, loan, sell, assign, transfer, distribute, perform, display, license, sub-license or create derivative works based on the whole or any part of any Platform;
- (d) provide or otherwise make available any Platform in whole or in part (including object and source code), in any form to any person without our prior written consent;
- (e) use any Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, including but not limited to:
 - (i) using any Platform in any manner (or as part of any attempt to) harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any person; and/or
 - (ii) transmitting or allowing the transmission via any Platform of any unlawful, harmful, vulgar, obscene material or any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law; and/or
- (f) use any Platform in a way that could damage, disable, overburden, impair or compromise any Platform or interfere with another person's usage or access to any Platform, including without limitation:
 - (i) attempting to probe, scan, test the vulnerability of or gain unauthorised access to a system or network or to breach or circumvent security or authentication measures without proper authorisation; and/or
 - (ii) submitting a computer virus to any Platform, or overloading, "flooding", "mailbombing" and/or "crashing" any Platform.

1.8 You consent to us accessing and/or using certain functionalities on your Device (and the data stored therein and on any cloud based or remote storage accounts) for the purposes of providing you with any Product and the other purposes set forth in this document.

1.9 You further acknowledge and agree that:

- (a) you shall safeguard your account information, including but not limited to your credentials and passwords(s), which you shall not disclose to any third party. You shall take sole responsibility for any activities or actions under your account, whether or not you have authorised such activities or actions;
- (b) it shall be your own responsibility to, at your own cost to obtain all necessary hardware, software and communications services necessary for your access and/or use of any Platform and to protect against any security or other vulnerabilities which may arise in connection with the use; and

- (c) we shall have the right to investigate and prosecute any violation of the terms and conditions of this Agreement to the fullest extent permitted under applicable law. You agree to grant us all assistance we deem necessary in connection with any such investigation or prosecution. We may involve and cooperate with law enforcement authorities in prosecuting Users who violate the above provisions.
- 1.10 We may from time to time, without giving any prior reason or notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole in part, any Platform and/or any information, Materials, Product, and/or functionality provided therein and shall not be liable if any such upgrade, modification, suspension or alteration prevents you from accessing any Platform, Materials, Product, and/or functionality, or any part or feature thereof.
- 1.11 From time to time we may (but shall not be obliged to) update any Platform to improve performance, enhance functionality, reflect changes to the operating system and/or address security issues. Alternatively, we may ask you to update any Platform for these reasons. If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using our Platform(s), and any Materials and/or Product contained therein, and we may forthwith terminate your account and access to any Platform.
- 1.12 We may from time to time introduce any feature where you may use biometric authentication (including without limitation fingerprint or facial recognition) on your Device ("**Biometric Authentication**") to authenticate your identity. If you activate any such feature, you further agree that:
 - (a) such Biometric Authentication relies on hardware and software provided by your Device manufacturer or other service providers, over which we have no control;
 - (b) use of such Biometric Authentication is at your own risk, and we have the right to deem all transactions so authenticated as having been carried out by you; and
 - (c) we have no liability for any error, breach, delay or failure of the manufacturer of your Device or any supplier or provider of any Biometric Authentication feature, and we are not responsible for the performance or non-performance of their obligations to you (if any).

2. PLATFORM FEATURES

- 2.1 We may from time to time offer various features via our Platform(s) and your access and/or use of the same shall be subject to the terms of this Agreement. Without limiting the generality of the foregoing, such features may enable you to obtain Products, which may be provided by CDG or Third Party Providers.
- 2.2 You acknowledge and agree that:
 - (a) where any Product is provided by Third Party Providers, we are not responsible for the same, and our obligation in connection with any such Product is to only: (i) facilitate the making available of such Product to you on a pass-through basis and "as received" by the Third Party Providers; and (ii) on a commercially-reasonable basis, communicate to Third Party Providers reasonable concerns that you have notified us of in relation to such Product. We have no control over and are not responsible for the Third Party Service Provider's performance or non-performance of any obligation in connection with any Product or arising in any other way;
 - (b) each Product is subject to availability and location serviceability, as well as this Agreement and any additional terms and conditions of the Third Party Providers including any specific booking, handling, storage, consumption and/or other

instructions as may be notified by the Third Party Providers to you from time to time;
and

(c) to the extent that a transaction on the marketplace is entered into between you and a Third Party Provider ("**Transaction**"):

- (i) all Transactions are entered into between you and the relevant Third Party Provider. The Third Party Provider is and remains the seller and/or supplier of each Product, and we are not party to the Transaction or any agreements that may be entered into between you and the Third Party Provider, even if terms may be prescribed by us in respect of such Transactions;
- (ii) we neither endorse nor assume any responsibility or liability arising in connection with any Transaction (or any Product in respect of which a Transaction is carried out). Save as expressly provided under these Terms, we shall not have any obligation in connection with any Transaction;
- (iii) we: (i) shall not be responsible for procuring; (ii) do not warrant; and (iii) do not undertake, that you shall comply or have complied (whether in whole or in part) with the terms and conditions governing any Transaction;
- (iv) we shall not be responsible for any content provided or generated by you or any Third Party Provider (including User Content as defined in Clause 4); and
- (v) each dispute, chargeback, cancellation, refund, and/or return in connection with any Product shall be subject to such additional policies and guidelines as may be prescribed by us from in connection with the same from time to time.

2.3 We may at any time from time to time have the right to add or remove any features comprised in any Platform in our sole and absolute discretion, or to levy fees or charges for access or continued access to any features. You agree that you shall not have any claim or remedy against us in connection with the removal of any such feature.

3. PAYMENT FOR TRANSACTIONS

3.1 You agree that any payment made on or through any Platform shall be made using any of the payment methods prescribed by us from time to time, and all charges and/or fees are to be paid in accordance with specific instructions as may be prescribed on any Platform. You are solely responsible for all amounts payable associated with purchases you make on any Platform.

3.2 You agree that you shall abide by any relevant terms and conditions or other agreement that governs your access and/or use of any payment methods made available via any Platform, which are provided by third party providers as principals in their own right ("**Designated FSP**"). Without limiting the generality of the foregoing, you acknowledge and agree that:

- (a) by providing your credit card, debit card or other payment method details, you authorise the Designated FSP to charge your credit card, debit card or other payment method account, upon your confirmation of your purchase, the amount of your purchase, including all fees and taxes thereon;
- (b) in respect of any of your payment obligations to Third Party Providers, you shall not make any direct payment to us in connection therewith. We will not be involved in the processing of such payments, or the acceptance of any funds from you and we will only be storing part of your card details. All such payments made in connection with this Agreement are made to the Third Party Providers, and we are in no way accepting or processing any payment transaction for the Third Party Providers; and

- (c) to the maximum extent permitted by law:
 - (i) your access to and/or use of any such payment methods provided on any Platform shall be entirely at your own risk and no warranty of any kind, implied, express or statutory, is given in conjunction with such payment methods; and
 - (ii) we shall not be liable for any dispute or relating to such payment methods.

3.3 Except as expressly set out under applicable refund policies as may be notified to you by us and/or a Third Party Provider, all sales are final, and no returns, replacements or refunds are permitted. If a replacement, return or refund is granted for any transaction, the transaction may be reversed, and you further agree to bear all taxes and other duties payable thereon (including in the case of bank transfers).

3.4 You acknowledge and agree that we may from time to time, add, remove, modify or discontinue, temporarily or permanently, any payment processing method in its sole and absolute discretion.

4. USER CONTENT

4.1 For the purposes of this Agreement, "**User Content**" refers to content created, transmitted, posted and/or uploaded by you on our community forums, including customer reviews, materials, information, news, advertisements, listings, data, input, text, songs, audio, videos, photographs, graphics, software, blogs, webcasts, podcasts, broadcasts, messages, software, comments, suggestions, and other content.

4.2 We do not monitor, pre-screen or exercise editorial control over User Content, and are not responsible for the same.

4.3 We shall have the right to screen, delete and/or remove any User Content if we receive a complaint from another Customer or a notice of intellectual property infringement or other legal instruction for removal, or which in our sole and absolute opinion violates this Agreement, or is otherwise illegal or objectionable, or any other reason as we may see fit.

4.4 We may also block communication by you (including but not limited to feedback, postings, messages and/or chats) to or from any Platform as part of our effort in protecting our Platform(s) and/or our other Customers, or otherwise enforcing the provisions of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge and agree that our Platform(s), as well as any Materials and Products provided via any Platform, and all intellectual property rights comprised in and associated therewith (collectively, "**Platform IPR**") which you may have access to are owned by the CDG Group or the relevant third parties (as the case may be, and as applicable) ("**Relevant Owner**").

5.2 While we do not claim ownership of your User Content, by your creation, transmission, posting and/or uploading of User Content on or through any Platform, you grant to the CDG Group a non-exclusive, worldwide, perpetual, irrevocable, royalty free, sub-licensable right to use and exercise any of the rights comprised in any intellectual property and/or other rights (including without limitation, rights in copyright, publicity, and database rights) you have in your User Content in connection with hosting, using, distributing, modifying, running, copying, publicly performing, communicating, displaying, translating and creating adaptations and derivative works of your User Content.

5.3 You agree that you shall not reproduce, distribute, adapt, modify, republish, display, broadcast, hyperlink, frame or transmit in any manner or by any means or store in an information retrieval system, any part(s) of the Platform IPR without the prior written permission of the Relevant Owner. Any rights not expressly granted herein are expressly withheld.

- 5.4 The licences granted herein do not confer on you any rights to use any logos, service marks, slogans, product names and designations and other proprietary indicia used as part of any Platform, all of which are and remain the property of the CDG Group or the Relevant Owner(s).

6. THIRD PARTY CONTENT AND SITES

- 6.1 Our Platform(s) may from time to time display, publish or make available content that is provided by third parties (including for example, third party User Content, content or catalogues provided by Third Party Providers, marketplace aggregators, information providers, or our business partners) ("**Third Party Content**"). You acknowledge and agree that such content is the sole responsibility of the person or entity that makes it available, and we are not responsible for such Third Party Content, and we neither have control over the selection thereof, nor do we routinely monitor such content. We make no representations or warranties as to the veracity or accuracy of such content, the reproduction and use of which may be governed by the Third Party Content provider's terms of use.
- 6.2 You further acknowledge and agree that any use by you of any content made available through any Platform (including Third Party Content) is entirely at your own risk. We do not verify and are not in a position to verify any party's rights to submit any content on any Platform, and we take no responsibility and assume no liability, whether direct or indirect or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits or any other commercial damages or Losses (as defined in Clause 8.1 below), for any content provided by any third party, or for your access and/or use of the same.
- 6.3 You acknowledge and agree that we have the right (but not the obligation) to remove or disable access to any content which we deem to be potentially defamatory of any person, unlawful, objectionable in any way, in violation of any third party rights, or for any reason whatsoever. Any editing or removal of any such content from any Platform shall be without prejudice to our other rights and remedies available at law or in equity.
- 6.4 Links to third party sites and/or applications may be made available on our Platform(s) ("**Third Party Sites**"). We have no control over such Third Party Sites, and you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or materials on or available through such Third Party Sites or resources, including Third Party Content. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with access and/or use of or reliance on any content, goods or services on or available through any such Third Party Site or resource.
- 6.5 You further acknowledge that your access to and/or use of Third Party Sites is entirely at your own risk, and that Third Party Sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the access and/or use of those sites and resources.
- 6.6 We do not warrant that the Third Party Sites will meet your requirements or that the same will not cause you any loss of any kind, and you agree that to the maximum extent permitted by law, we shall not be liable for any loss or damage of any kind incurred in connection with your use or reliance on any content, information or other materials on or available through such third parties.
- 6.7 The information and data contained in our Platform(s) are of a general nature which have not been verified, considered or assessed by us in relation to the making of any specific investment, business or commercial decision. You should at all times consult your professional advisers and obtain independent verification of the information and data contained herein before making any decision based on any such information or data. Nothing on any Platform shall be

considered or construed as the giving of any advice in respect of, shares, stocks, bonds, notes, interests, unit trusts, property trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

7. PERSONAL DATA

- 7.1 It is a continuing condition of your access and/or use of any Platform, Materials, Product and the functions and programmes available via any Platform that you agree and consent to the terms of our privacy policy as amended from time to time, available at <https://www.comfortdelgro.com/sustainability/policies/> ("**CDG Privacy Policy**"). The terms of the CDG Privacy Policy are incorporated into this Agreement by reference.

8. INDEMNITY

- 8.1 For the purposes of this Agreement, unless the context otherwise requires:

- (a) "**Claim**" means any claim, action, application, demand, proceeding, threat or any other analogous claims; and
- (b) "**Loss**" or "**Losses**" includes all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), penalties, fines, charges, fees, expenses, actions, proceedings, damages, Claims, demands and other liabilities, whether foreseeable or not.

- 8.2 You hereby unconditionally undertake to indemnify, defend and hold CDG (and/or CDG Group, as well as their respective employees, servants, officers, agents, directors, partners and/or permitted assigns) (collectively, the "**Indemnitees**") harmless from and against any and all Losses which may be sustained, instituted, made or alleged against (including without limitation any Claim or prospective Claim in connection therewith), or suffered or incurred by any Indemnatee, and which arise (whether directly or indirectly) out of or in connection with:

- (a) your breach of your representations, warranties, undertakings or obligations under this Agreement;
- (b) your breach of any applicable law;
- (c) your violation of any rights, including without limitation the intellectual property rights of any third party;
- (d) any transactions entered into by you or to which your credentials have been applied;
- (e) your access and/or use of any Platform (including the functions available via any Platform) and/or any Product (including without limitation any Claims by or against any Third Party Provider, Designated FSP, marketplace aggregators and/or the merchants of marketplace aggregators); and/or
- (f) any action taken by us either as part of our investigation of any suspected breach of this Agreement or as a result of our finding or decision that a breach of this Agreement has occurred.

- 8.3 This Clause 8 shall survive the termination or expiration of this Agreement (howsoever caused).

9. DISCLAIMER OF WARRANTIES AND LIABILITY

- 9.1 To the maximum extent permitted by law, you agree and acknowledge that:

- (a) our Platform(s) and all Materials and/or Products are provided on an "AS IS" and "AS AVAILABLE" basis. We do not warrant the accuracy, adequacy or completeness of any

Platform, including without limitation any Materials and/or Products, and expressly disclaim liability for errors or omissions in any Platform, Materials and/or Products; and

- (b) WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, ORAL OR IN WRITING, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, SATISFACTORY QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, TIMELINESS, MERCHANTABILITY, CURRENCY, RELIABILITY, PERFORMANCE, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, CONTINUED AVAILABILITY, OR INTER-OPERABILITY WITH OTHER SYSTEMS OR SERVICES, AND NO SUCH WARRANTY OR REPRESENTATION IS GIVEN IN CONJUNCTION WITH ANY PLATFORM AND ANY MATERIALS AND/OR PRODUCTS THEREIN.

9.2 You further agree and acknowledge that:

- (a) the access and/or use of any Platform is entirely at your own risk, and any Platform may use transmissions over the Internet which are never completely private or secure. You understand that any personal data, message or information which you send in the course of the access and/or use of any Platform may be made public on any Platform, and also read or intercepted by others;
- (b) our Platforms may also use digital certificates, tokens or security credentials, and that we are entitled to treat any transactions or records thereof to which the same have been applied as conclusive evidence of the same and to have been entered into by you. You shall be solely responsible for all transactions to which any digital certificates, tokens or security credentials associated with you have been applied; and
- (c) our Platforms are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by any Platform could lead to death, personal injury, or otherwise result in significant financial loss or business interruption.

9.3 Notwithstanding any other provision in this Agreement, to the maximum extent permitted by applicable law, in no event shall CDG (and/or CDG Group, as well as their respective employees, servants, officers, agents, directors, partners and/or permitted assigns) be liable to you or any other party for any Losses, fines, or penalties (or other levies or charges imposed by any governmental or regulatory authority), even if informed of the possibility thereof, arising from or in connection with:

- (a) your breach of your representations, warranties, undertakings or obligations under this Agreement;
- (b) any access, use or the inability to access and/or use any Platform, Materials and/or Products therein, or reliance on any Materials and/or Products therein and/or any information in any Platform;
- (c) any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet;
- (d) any access to and/or use of any other website linked to or from any Platform;
- (e) any participation in respect of or in connection with any of our rewards, redemption or membership programmes;
- (f) any products, information, data, software or other material obtained from any Platform or from any other website linked to any Platform;

- (g) any use of any Product provided under any Platform, even if we or our agents or employees were previously advised of the possibility of such damages, losses and/or expenses.
 - (h) any action, instruction, direction, order, request, and/or guidelines of a relevant authority;
 - (i) any performance or non-performance by Designated FSPs and/or Third Party Providers of any obligations in connection with any Product or arising in any other way;
 - (j) any matters or Losses disclaimed in the Specific T&Cs;
 - (k) Losses which are of an indirect, incidental, consequential, special or exemplary nature of any kind, regardless of the cause thereof; and/or
 - (l) any loss of: (i) revenue; (ii) business and/or business opportunities; (iii) anticipated savings; (iv) profit; (v) data; (vi) goodwill; and/or (vii) value of any equipment.
- 9.4 To the extent not excluded, and/or to the extent not lawfully excluded, the CDG Group's maximum aggregate liability for all Claims, suits, demands, actions or other legal proceedings in connection with this Agreement, whether based on an action or claim in contract, negligence, tort or otherwise, shall not exceed Singapore Dollars S\$1.00.

10. TERMINATION

- 10.1 We shall have the right to terminate and/or suspend your access and/or use to any Product, any Platform functionality, any feature of or any Platform as a whole at any time for whatsoever reason, and without any prior notice to you.
- 10.2 Without prejudice to the generality of the foregoing, we reserve the right to immediately suspend and/or terminate your account if:
- (a) you breach this Agreement;
 - (b) any material information provided or representation made by you to us is untrue or misleading or otherwise has an adverse material impact on us or the Third Party Providers;
 - (c) we believe that you are accessing and/or using your account for fraudulent and/or dishonest activities; and/or
 - (d) required by applicable law.
- 10.3 In the event of suspension or termination of your access and/or use of any Platform, you shall remain liable for all payment transactions and/or any other obligations you may have incurred under this Agreement.

11. GENERAL

- 11.1 Interpretation: In this Agreement:
- (a) the headings are inserted for convenience only and shall not affect the construction of this Agreement;
 - (b) the term "person" shall include any individual, company, or association or body of persons, regardless whether corporate or incorporate; and

- (c) unless the context otherwise requires, words importing the singular shall include the plural and *vice versa* and words importing a specific gender shall include the other genders (male, female or neuter).
- 11.2 Assignment: This Agreement is personal to you, and shall not be assigned or novated either as to the whole or any part thereof, without our prior written consent. We may, by notification to you, assign or novate the whole or any part of this Agreement to any party, and you shall be deemed to have consented to such assignment or novation, which shall be effective on the date that we notify you.
- 11.3 Costs: Unless otherwise stated herein, you shall bear your own legal and other costs and expenses of and incidental to this Agreement, and you shall perform all of your obligations under this Agreement at your sole cost and expense.
- 11.4 Entire Agreement: This Agreement, and the documents referred to in it, embodies the entire agreement and understanding between the you and us relating to the subject matter of this Agreement, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 11.5 Force Majeure: Save as otherwise specifically provided in this Agreement, we shall not be liable for failures or delays in performing our obligations hereunder arising from any cause beyond our control, including acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, pandemics, governmental restrictions, wars, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems ("**Force Majeure Event**") and in the event of any Force Majeure Event, the time for our performance may be extended by us at our sole and absolute discretion for a period equal to the time lost by reason of the delay.
- 11.6 Illegality/Severability: The provisions of this Agreement are severable, and if any provision, or any portion thereof, is determined by a competent court or tribunal to be illegal, invalid or unenforceable for any reason, any remaining portion of that provision, and all other provisions of this Agreement, shall remain valid and enforceable to the fullest extent permitted by applicable law in order to give effect to the intentions of the parties to this Agreement.
- 11.7 No Partnership: The parties to this Agreement hereto are independent contractors, and nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or agency relationship between the parties to this Agreement.
- 11.8 No Waiver / Cumulative Rights: No omission or delay by a party to this Agreement in exercising any or part of its rights under this Agreement shall operate as a waiver thereof. Unless expressly stated otherwise (i.e. expressed to be an exclusive right or remedy), the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies (whether provided by law or otherwise).
- 11.9 Third Party Rights: A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement.

12. GOVERNING LAW

The Agreement and any dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore.

13. NOTIFICATION OF COPYRIGHT INFRINGEMENT

- 13.1 If you believe that your copyright material has been copied in a way that constitutes copyright infringement, please provide written notice to us with full details as prescribed in Part IXA of the Singapore Copyright Act (Chapter 63), to be submitted to us at:

205 Braddell Road Singapore 579701

Email: grouplegal@comfortdelgro.com

- 13.2 We reserve the right to investigate notices of copyright infringement and will only process notices in the English language that comply with the Singapore Copyright Act, other applicable laws and this Agreement. Any notices that do not comply with the above will be rejected.

14. CONTACT US

If you have any queries, feedback or complaints regarding any Platform, you may contact us by email at support@cdgengie.com